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 8 Adobe Systems Incorporated

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Filed

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RICHARD W. WIEKING
 CLERK, U.S. DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN JOSE

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UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA

10 Adobe Systems Incorporated,

C 08 02433

Case No.

11 Plaintiff,

COMPLAINT FOR COPYRIGHT
 12 v. INFRINGEMENT AND TRADEMARK
 13 Joe Bramble, an individual and d/b/a Safari Tans
 and Does 1 – 10, inclusive,

14 Defendants.

DEMAND FOR A JURY TRIAL

15 Plaintiff Adobe Systems Incorporated (“Adobe”) for its Complaint alleges as follows:

16 I. **Introduction**

17 1. Adobe brings this action as a result of Defendants’ systematic, unauthorized
 18 copying and distribution of Adobe’s software products through sales on the eBay online auction
 19 site. Defendants’ actions, commonly known as software piracy, are willful and cause substantial
 20 damage to Adobe and to the software industry.

21 2. Adobe is a global leader in developing and distributing innovative computer
 22 software. Its products and services offer developers and enterprises tools for creating, managing,
 23 delivering and engaging with compelling content across multiple operating systems, devices and
 24 media. The software industry is competitive, and Adobe undertakes great expense and risk in
 25 conceiving, developing, testing, manufacturing, marketing, and delivering its software products to
 26 consumers. Software piracy, including piracy on eBay, undermines Adobe’s investment and
 creativity, and misleads and confuses consumers.

27 3. Defendants, through usernames including “freeshippinglotionsandbeyond” and, on
 28 information and belief, other aliases including “123456789smc”, have made, offered for sale, sold,

1 and distributed unauthorized copies of Adobe software (the "Unauthorized Software Product")
2 including at least Adobe Photoshop CS3 (the "Adobe Software") and likely other products.
3 Additional Doe defendants – whose identities will be determined in discovery – support, assist,
4 supervise and/or supply Defendants in these illegal activities. Adobe owns registered United States
5 copyrights and trademarks including but not limited to the foregoing product and its associated
marks.

6 4. Defendants' activities constitute willful copyright infringement and willful
7 trademark infringement pursuant to the Copyright Act of 1976, 17 U.S.C. § 101, *et seq.* (the
8 "Copyright Act.") and the Lanham Trademark Act, as amended, 15 U.S.C., § 1051, *et seq.* (the
9 "Lanham Act"). Adobe requests an injunction, and that Defendants pay damages, costs, and
10 attorneys' fees.

II. Jurisdiction and Venue

11 5. The Court has jurisdiction over the subject matter pursuant to 15 U.S.C. § 1121, 28
12 U.S.C. § 1331 and § 1338(a).

13 6. The events giving rise to the claims alleged herein occurred, among other places,
14 within this judicial district. Venue in the Northern District of California is proper pursuant to 28
15 U.S.C. § 1391(b) and § 1400(a).

III. The Parties

A. Plaintiff Adobe and Its Products

17 7. Adobe is a corporation duly organized and existing under the laws of the State of
18 Delaware, having its principal place of business in San Jose, California.

19 8. The Adobe Software is copyrightable subject matter, and Adobe owns exclusive
20 rights under the Copyright Act to reproduce and distribute to the public copies of Adobe Software
21 in the United States. Among the titles produced and distributed by Adobe are *Acrobat*, *Creative*
Suite, *Dreamweaver*, *Flash*, *Illustrator*, *PageMaker*, *Photoshop*, and *Shockwave*. A non-
22 exhaustive list of Adobe's copyright registrations is attached hereto as Exhibit A ("Adobe's
23 Copyrights").

24 9. Products manufactured and sold by Adobe bear Adobe's trademarks, including
25 without limitation, the ADOBE, ACROBAT, CREATIVE SUITE, DREAMWEAVER, FLASH,
26 ILLUSTRATOR, MACROMEDIA, PAGEMAKER, PHOTOSHOP, POSTSCRIPT, READER
27 and SHOCKWAVE trademarks (collectively "Adobe's Trademarks"). Adobe uses Adobe's
28 Trademarks on computer software as indicia of Adobe's high quality products. Each year Adobe

1 expends significant resources to develop and maintain the considerable goodwill it enjoys in
2 Adobe's Trademarks and in its reputation for high quality.

3 10. Adobe has secured registrations for Adobe's Trademarks, all of which are valid,
4 extant and in full force and effect. Adobe's Trademarks are exclusively owned by Adobe. A non-
5 exhaustive list of Adobe's trademark registrations is attached hereto as Exhibit B. Adobe, or its
6 predecessors in interest, has continuously used each of Adobe's Trademarks from the registration
date, or earlier, until the present and at all times relevant to the claims alleged in this Complaint.

7 11. As a result of advertising and sales, together with longstanding consumer
8 acceptance, Adobe's Trademarks identify Adobe's products and authorized commercial
9 distribution of these products. Adobe's Trademarks have each acquired secondary meaning in the
10 minds of consumers throughout the United States and the world. Adobe's Copyrights and Adobe's
11 Trademarks are collectively referred to herein as "Adobe's Intellectual Properties."

12 **B. Defendants**

13 12. Defendant Joe Bramble in an individual and doing business as Safari Tans
14 ("Bramble"). Adobe is informed and believes that Bramble is a resident of Springport, Michigan.
15 Bramble does business under the eBay user IDs "freeshippinglotionsandbeyond" and
16 "123456789smc". Other aliases or eBay user IDs will be determined in discovery. Bramble,
17 through his online identity or identities, does business in California through sales and distribution
18 of the Unauthorized Software Product in the State of California, among other places.

19 13. Upon information and belief, Does 1 – 10 are either entities or individuals who are
20 subject to the jurisdiction of this Court. Upon information and belief, Does 1 – 10 are principals,
21 supervisory employees, or suppliers of one or other of the named defendants or other entities or
22 individuals who are, in this judicial district, manufacturing, distributing, selling and/or offering for
23 sale merchandise without authorization that infringes Adobe's Intellectual Properties. The
24 identities of the various Does are unknown to Adobe at this time. The Complaint will be amended
to include the names of such individuals when identified. Bramble and Does 1 – 10 are
collectively referred to herein as "Defendants."

25 **IV. Defendants' Infringing Activities**

26 14. Defendants use, among other things, the Internet auction site known as eBay to sell
27 and distribute products, including pirated copies of software, to consumers. At any given time,
28 there are millions of items listed on eBay for bid or purchase by its more than one hundred million
(100,000,000) registered users. Buyers have the option to purchase items in an auction-style

format or items can be purchased at a fixed price through a feature called Buy it Now. Through the eBay "feedback" feature, buyers and sellers may (but are not required) to post positive, neutral or negative "feedback" or comments on their purchase and sale experience. While feedback can give some indication of sales volume, actual sales may far exceed the number of feedback entries a seller receives.

15. Among Defendants' products offered for sale and sold on eBay, and distributed to purchasers, are unauthorized copies of Adobe Software. On information and belief, Defendants or their agents made such copies. Adobe has not authorized Defendants or their agents to make or distribute copies of the Adobe Software. Indeed, Adobe has not licensed Defendants to distribute its software, period.

16. Defendants also use images confusingly similar or identical to Adobe's Trademarks, to confuse consumers and aid in the promotion of their unauthorized products. Defendants' use of Adobe's Trademarks includes importing, advertising, displaying, distributing, selling and/or offering to sell unauthorized copies of the Adobe Software. Defendants' use began long after Adobe's adoption and use of Adobe's Trademarks, and after Adobe obtained the copyright and trademark registrations alleged above. Neither Adobe nor any authorized agents have consented to Defendants' use of the Adobe Trademarks.

17. Defendants have, through over a thousand sales, obtained a substantial "feedback rating" through the eBay feedback system. This feedback rating, obtained essentially through Defendants' illegal activities, may further confuse consumers and aid in even wider distribution of unauthorized copies of the Adobe Software.

18. Defendants' actions have confused and deceived, or threatened to confuse and deceive, the consuming public concerning the source and sponsorship of the unauthorized copies of the Adobe Software offered, sold and distributed by Defendants. By their wrongful conduct, Defendants have traded upon and diminished Adobe's goodwill.

FIRST CLAIM FOR RELIEF

(For Copyright Infringement)

19. Adobe repeats and realleges all of the allegations contained in paragraphs 1 through 18, inclusive, as though set forth herein in full.

20. As alleged herein, Defendants' activities infringe valid and effective copyrights registered by Adobe, and induce, cause, and materially contribute to infringement. Defendants' infringement was willful.

21. Adobe has suffered and continues to suffer direct and actual damages as a result of Defendants' infringing conduct. The full extent of such damages, including profits by Defendants, will be determined following the accounting by Defendants pursuant to 17 U.S.C. § 504. Prior to final judgment Adobe may elect to recover statutory damages of up to \$150,000 for each of Adobe's Copyrights infringed, as an alternative to actual damages and profits.

22. Adobe has no other adequate remedy at law and has suffered and continues to suffer irreparable harm and damage as a result of Defendants' acts. Unless enjoined by the Court, Defendants' infringing activity will continue, with attendant irreparable harm to Adobe. Accordingly, Adobe seeks injunctive relief pursuant to 17 U.S.C § 502 and seizure of unauthorized copies of the Adobe Software, including the means of production as provided by 17 U.S.C. § 503.

23. By reason of the foregoing, Adobe has incurred and will continue to incur attorneys' fees and other costs in connection with the prosecution of its claims. Adobe is entitled to recover its fees and costs from the Defendants, and each of them, pursuant to 17 U.S.C. § 505.

SECOND CLAIM FOR RELIEF

(For Trademark Infringement)

24. Adobe repeats and realleges all of the allegations contained in paragraphs 1 through 18, inclusive, as though set forth herein in full.

25. Defendants' manufacture, importation, advertisement, display, promotion, marketing, distribution, sale and/or offer for sale of the unauthorized copies of the Adobe Software is likely to cause confusion or to cause mistake or to deceive the relevant public and trade regarding the affiliation, sponsorship, endorsement or approval of the Unauthorized Software Product by Adobe. Such confusion, mistake and deception is aggravated by the use of Adobe's Trademarks on the Unauthorized Software Product in the same type of goods made, imported and sold by or under authority of Adobe.

26. Defendants, and each of them, acted with knowledge of the federally registered trademarks alleged herein and of the valuable goodwill Adobe enjoys in connection therewith, with intent to confuse, mislead and deceive the public into believing that the unauthorized copies of the Adobe Software was made, imported and sold by Adobe, or are in some other manner, approved or endorsed by Adobe.

27. Adobe has suffered and continues to suffer irreparable harm and damage as a result of Defendants' acts of trademark infringement in amounts thus far not determined but within the jurisdiction of this Court, which amounts should each be trebled pursuant to 15 U.S.C. § 1117. In

1 order to determine the full extent of such damages, including such profits as may be recoverable
2 under 15 U.S.C. § 1117, Adobe will require an accounting from each Defendant of all monies
3 generated from the manufacture, importation, distribution and/or sale of the Unauthorized Software
4 Product as alleged herein. In the alternative, Adobe may elect to recover statutory damages
5 pursuant to 15 U.S.C. § 1117 (c).

6 28. Adobe has no other adequate remedy at law and has suffered and continues to suffer
7 irreparable harm and damage as a result of the above-described acts of infringement. Adobe is
8 informed and believes, and upon that basis alleges, that, unless enjoined by the Court, the unlawful
9 infringement will continue with irreparable harm and damage to Adobe. Accordingly, Adobe
10 seeks and requests preliminary and permanent injunctive relief pursuant to 15 U.S.C § 1116.

11 29. By reason of the foregoing, Adobe has incurred and will continue to incur attorneys'
12 fees and other costs in connection with the prosecution of its claims herein, which attorneys' fees
13 and costs Adobe is entitled to recover from Defendants, and each of them, pursuant to 15 U.S.C. §
14 1117 (c).

PRAYER FOR RELIEF

15 WHEREFORE, Adobe asks this Court to order:

16 A. That Defendants, their agents, servants, employees, representatives, successor and
17 assigns, and all persons, firms, corporations or other entities in active concert or participation with
any of said Defendants, be immediately and permanently enjoined from:

- 18 1) Directly or indirectly infringing Adobe's Intellectual Properties in any manner,
19 including generally, but not limited to, reproduction, manufacture, importation,
20 distribution, advertising, selling and/or offering for sale any merchandise which
infringes said Adobe's Intellectual Properties, and, specifically:
21 2) Reproducing, importing, manufacturing, distributing, advertising, selling and/or
22 offering for sale the Unauthorized Software Product or any other unauthorized products
23 which picture, reproduce, copy or use the likenesses of or bear a confusing and/or
substantial similarity to any of Adobe's Intellectual Properties;
24 3) Reproducing, importing, manufacturing, distributing, advertising, selling and/or
25 offering for sale in connection thereto any unauthorized promotional materials, labels,
26 packaging or containers which picture, reproduce, copy or use the likenesses of or bear
27 a confusing and/or substantial similarity to any of Adobe's Intellectual Properties;

- 1 4) Engaging in any conduct that tends falsely to represent that, or is likely to confuse,
2 mislead or deceive purchasers, Defendants' customers and/or members of the public to
3 believe the actions of Defendants, the products sold by Defendants, or Defendants
4 themselves are connected with Adobe, are sponsored, approved or licensed by Adobe,
5 or are in some way affiliated with Adobe;
- 6 5) Affixing, applying, annexing or using in connection with the importation, manufacture,
7 distribution, advertising, sale and/or offer for sale or other use of any goods or services,
8 a false description or representation, including words or other symbols, tending to
9 falsely describe or represent such goods as being those of Adobe;
- 10 6) Otherwise competing unfairly with Adobe in any manner;
- 11 7) Destroying or otherwise disposing of
 - a. Merchandise falsely bearing Adobe's Intellectual Properties;
 - b. Any other products which picture, reproduce, copy or use the
12 likenesses of or bear a substantial similarity to any of Adobe's Intellectual
13 Properties;
 - c. Any labels, packages, wrappers, containers or any other unauthorized
14 promotion or advertising material item which reproduces, copies, counterfeits,
15 imitates or bears any of Adobe's Intellectual Properties;
 - d. Any molds, screens, patterns, plates, negatives or other elements
16 used for making or manufacturing products bearing Adobe's Intellectual
17 Properties;
 - e. Any sales and supply or customer journals, ledgers, invoices,
20 purchase orders, inventory control documents, bank records, catalogs and all
21 other business records, believed to concern the manufacture, purchase,
22 advertising, sale or offering for sale of Unauthorized Software Product;

23 B. That Adobe and its designees are authorized to seize the following items which are
24 in Defendants' possession, custody or control:

- 25 1) All Unauthorized Software Product;
- 26 2) Any other unauthorized product which reproduces, copies, counterfeits, imitates or bear
27 any of the Adobe's Intellectual Properties, or any part thereof;
- 28 3) Any molds, screens, patterns, plates, negatives, machinery or equipment, specifically
 including computers, servers, optical disc burners and other hardware used for making

1 or manufacturing Unauthorized Software Product or unauthorized product which
2 reproduces, copies, counterfeits, imitates or bears any of the Adobe's Intellectual
3 Properties, or any part thereof.

4 C. That those Defendants infringing upon Adobe's Intellectual Properties be required
5 to pay actual damages increased to the maximum extent permitted by law and/or statutory damages
6 at Adobe's election;

7 D. That actual damages be trebled pursuant to 15 U.S.C. § 1117;

8 E. That Defendants account for and pay over to Adobe all damages sustained by Adobe
9 and profits realized by Defendants by reason of Defendants' unlawful acts herein alleged and that
those profits be increased as provided by law;

10 F. That Adobe recovers from Defendants its costs of this action and reasonable
11 attorneys' fees; and

12 G. That Adobe has all other and further relief as the Court may deem just and proper
13 under the circumstances.

14 Dated: May 7, 2008

J. Andrew Coombs, A Professional Corp.

15 By:

16 J. Andrew Coombs
Annie S. Wang

17 Attorneys for Plaintiff Adobe Systems Incorporated

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff Adobe Systems Incorporated hereby demands a trial by jury of all issues so triable.

Dated: May 1, 2008

J. Andrew Coombs, A Professional Corp.

By:

J. Andrew Coombs

Annie S. Wang

Attorneys for Plaintiff Adobe Systems Incorporated

1 **EXHIBIT A**
 2 **Copyright Registrations**

Title of Work	Copyright Registration No.
Acrobat 3D	TX0006277233
Acrobat Capture 1.0.	TX0004559023
Acrobat Capture 1.0.	TX0004559023
Acrobat Capture 2.0.	TX0004509574
Acrobat Capture 2.0.	TX0004509574
Acrobat Catalog for Windows.	TX0004001286
Acrobat Catalog for Windows.	TX0004001286
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
Acrobat Distiller 2.1 for Macintosh.	TX0004169553
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
Acrobat Distiller 2.1 for Microsoft Windows.	TX0004169555
Acrobat Distiller for Microsoft Windows.	TX0003893510
Acrobat Distiller for Microsoft Windows.	TX0003893510
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
Acrobat Exchange 2.0 for Macintosh.	TX0004001287
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
Acrobat Exchange 2.1 for Macintosh.	TX0004169554
Acrobat Exchange 2.1 for UNIX.	TX0004231310
Acrobat Exchange 2.1 for UNIX.	TX0004231310
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
Acrobat Exchange and Acrobat Reader for Macintosh.	TX0003611923
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
Acrobat Exchange and Acrobat Reader for Windows.	TX0003611922
Acrobat Reader 2.0 for Windows.	TX0003893506
Acrobat Reader 2.0 for Windows.	TX0003893506
Acrobat Reader 3.0.	TX0004509573
Acrobat Reader 3.0.	TX0004509573
Acrobat Search for Macintosh.	TX0003991344
Acrobat Search for Windows.	TX0003978856
Acrobat Search for Windows.	TX0003978856
Acrobat.	TX0001644799
Adobe Accelio Capture Advanced Client 4.0 for Windows.	TX0005553357
Adobe Accelio Integrate Suite 6.0 for Windows.	TX0005553342
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
Adobe Acrobat 3.0 for Macintosh, Windows and UNIX.	TX0004583920
Adobe Acrobat 4.0.	TX0004961793
Adobe Acrobat 5.0 for Macintosh.	TX0005545266
Adobe Acrobat 5.0 for Windows.	TX0005545265
Adobe Acrobat 5.0 Getting Started Guide.	TX0005545267
Adobe Acrobat 6.0 for Macintosh.	TX0005748744
Adobe Acrobat 6.0 for Windows.	TX0005748745
Adobe Acrobat 7.0 Standard for Macintosh.	TX0006045087
Adobe Acrobat 7.0 Standard for Windows.	TX0006045086
Adobe Acrobat 8 Professional for Macintosh.	TX0006390830
Adobe Acrobat 8 Professional for Windows.	TX0006390827

1	<u>Adobe Acrobat 8 Standard for Macintosh.</u>	TX0006390829
2	<u>Adobe Acrobat 8 Standard for Windows.</u>	TX0006390828
3	<u>Adobe Acrobat Approval 5.0 for Macintosh.</u>	TX0005654837
4	<u>Adobe Acrobat Approval 5.0 for Macintosh.</u>	TX0005654837
5	<u>Adobe Acrobat Approval 5.0 for Windows.</u>	TX0005436556
6	<u>Adobe Acrobat Capture 3.0 source code.</u>	TX0005199559
7	<u>Adobe Acrobat Connect 1.0 for Macintosh.</u>	TX0006390834
8	<u>Adobe Acrobat Connect 1.0 for Windows.</u>	TX0006390835
9	<u>Adobe Acrobat Distiller Server 5.0.5.</u>	TX0005758527
10	<u>Adobe Acrobat Distiller Server 6.0 for UNIX.</u>	TX0005847807
11	<u>Adobe Acrobat Distiller Server 6.0 for Windows.</u>	TX0005847832
12	<u>Adobe Acrobat eBook Reader v. 2.0.</u>	TX0005335249
13	<u>Adobe Acrobat eBook Reader v. 2.0.</u>	TX0005335250
14	<u>Adobe Acrobat Elements 1.0 for Windows.</u>	TX0005611299
15	<u>Adobe Acrobat Elements 6.0 for Windows.</u>	TX0005780821
16	<u>Adobe Acrobat Elements Server 6.0 for Windows.</u>	TX0005848340
17	<u>Adobe Acrobat Fill in 4.0.</u>	TX0004241942
18	<u>Adobe Acrobat Inroduction 1.0.</u>	TX0005200942
19	<u>Adobe Acrobat Inroduction 1.0.</u>	TX0005200942
20	<u>Adobe Acrobat Messenger 1.0.</u>	TX0005241268
21	<u>Adobe Acrobat Reader 5.0 for Macintosh.</u>	TX0005412874
22	<u>Adobe Acrobat Reader 5.0 for Windows.</u>	TX0005412875
23	<u>Adobe Acrobat Reader 5.0.5 for AIX.</u>	TX0005605114
24	<u>Adobe Acrobat Reader 5.0.5 for HP-UX.</u>	TX0005605113
25	<u>Adobe Acrobat Reader 5.0.5 for Solaris.</u>	TX0005617024
26	<u>Adobe Acrobat Reader 5.05 for Linux.</u>	TX0005617021
27	<u>Adobe Acrobat Reader 5.1 for Macintosh.</u>	TX0005620676
28	<u>Adobe Acrobat Reader 5.1 for Windows.</u>	TX0005620677
29	<u>Adobe Acrobat Reader for Palm OS 1.0 for Windows.</u>	TX0005422793
30	<u>Adobe Acrobat Reader for Palm OS 2.0 (Macintosh)</u>	TX0005617023
31	<u>Adobe Acrobat Reader for Palm OS 2.0 (Windows)</u>	TX0005617022
32	<u>Adobe Acrobat Reader for Palm OS Beta Windows.</u>	TX0005422794
33	<u>Adobe Acrobat Reader for Pocket PC : Version 1.0.</u>	TX0005489269
34	<u>Adobe ActiveShare 1.0.</u>	TX0005086423
35	<u>Adobe ActiveShare 1.5 for Windows.</u>	TX0005267528
36	<u>Adobe After Effects : 7.0 Professional for Windows.</u>	TX0006277334
37	<u>Adobe After Effects : Version 5.0 for Macintosh.</u>	TX0005392887
38	<u>Adobe After Effects : Version 5.0 for Windows.</u>	TX0005438054
39	<u>Adobe After Effects : Version 5.5 for Macintosh.</u>	TX0005493399
40	<u>Adobe After Effects : Version 5.5 for Windows.</u>	TX0005493400
41	<u>Adobe After Effects : Version 6.0 for Macintosh.</u>	TX0005777908
42	<u>Adobe After Effects : Version 6.0 for Windows.</u>	TX0005777907
43	<u>Adobe After Effects 3.0 for Macintosh.</u>	TX0004643401
44	<u>Adobe After Effects 4.0 for Macintosh and Windows.</u>	TX0005011464
45	<u>Adobe After Effects 5.5 Plug-in Power Pack for Macintosh.</u>	TX0005546626
46	<u>Adobe After Effects 5.5 Plug-in Power Pack for Windows.</u>	TX0005546627
47	<u>Adobe After Effects 6.5 for Macintosh.</u>	TX0005934788
48	<u>Adobe After Effects 7.0 Standard for Macintosh.</u>	TX0006277333
49	<u>Adobe After Effects 7.0 Standard for Windows.</u>	TX0006277335

1	<u>Adobe After Effects CS3 Professional for Windows and Macintosh.</u>	TX0006457851
2	<u>Adobe After Effects Production Bundle : Version 5.5 for Macintosh.</u>	TX0005493398
3	<u>Adobe After Effects Production Bundle : Version 5.5 for Windows.</u>	TX0005493401
4	<u>Adobe After Effects Production Bundle 5.0 for Macintosh.</u>	TX0005392886
5	<u>Adobe After Effects Production Bundle 5.0 for Windows.</u>	TX0005392888
6	<u>Adobe After Effects Version 6.5 for Windows.</u>	TX0005934787
7	<u>Adobe AlterCast 1.5 for Solaris.</u>	TX0005520581
8	<u>Adobe AlterCast 1.5 for Windows.</u>	TX0005520583
9	<u>Adobe Atmosphere : Version 1.0 Public Beta.</u>	TX0005401513
10	<u>Adobe Atmosphere 1.0 for Windows.</u>	TX0005780857
11	<u>Adobe Atmosphere Player 1.0 for Windows.</u>	TX0005748760
12	<u>Adobe Audition 1.0 for Windows.</u>	TX0005777207
13	<u>Adobe Audition 1.5 for Windows.</u>	TX0005932189
14	<u>Adobe Audition 2.0 for Windows.</u>	TX0006277359
15	<u>Adobe Audition 3.0 for Windows.</u>	TX0006816095
16	<u>Adobe Barcoded Paper Forms Solution 1.0 for Macintosh.</u>	TX0005936309
17	<u>Adobe Captivate 2 for Windows.</u>	TX0006390833
18	<u>Adobe Carlson Regular.</u>	TX0003374876
19	<u>Adobe Caslon Alternate Bold Italic : Version 001.000.</u>	TX0003501138
20	<u>Adobe Caslon Alternate Bold.</u>	TX0003501547
21	<u>Adobe Caslon Alternate Italic : Version 001.000.</u>	TX0003501139
22	<u>Adobe Creative Suite 2 Premium for Macintosh.</u>	TX0006131248
23	<u>Adobe Creative Suite 2 Premium for Windows.</u>	TX0006131245
24	<u>Adobe Creative Suite 2 Standard for Macintosh.</u>	TX0006131247
25	<u>Adobe Creative Suite 2 Standard for Windows.</u>	TX0006131246
26	<u>Adobe Creative Suite for Macintosh.</u>	TX0005844481
27	<u>Adobe Creative Suite for Windows.</u>	TX0005844480
28	<u>Adobe Dreamweaver CS3 Professional for Windows and Macintosh</u>	TX0006534561
	<u>Adobe Exchange 2.0 for Windows.</u>	TX0003961129
	<u>Adobe Extension Manager CS3 for Windows and Macintosh.</u>	TX0006531581
	<u>Adobe Fireworks CS3 for Windows and Macintosh.</u>	TX0006531654
	<u>Adobe Flash CS3 Professional for Windows and Macintosh.</u>	TX0006531604
	<u>Adobe Flash CS3 Professional for Windows and Macintosh.</u>	TX0006531604
	<u>Adobe Flash Media Encoder 1.0.</u>	TX0006526716
	<u>Adobe Flash Media Encoder 1.0.</u>	TX0006526716
	<u>Adobe Flash Player 9 for Linux.</u>	TX0006476523
	<u>Adobe Flash Player 9 for Linux.</u>	TX0006476523
	<u>Adobe Flash Player 9 for Solaris.</u>	TX0006457897
	<u>Adobe Illustrator : Version 5.0.1 (Mac).</u>	TX0003846115
	<u>Adobe Illustrator : Version 5.5 (Mac).</u>	TX0003846114
	<u>Adobe Illustrator : Version 6.0 Macintosh.</u>	TX0004240043
	<u>Adobe Illustrator 10 for Macintosh.</u>	TX0005446858
	<u>Adobe Illustrator 10 for Windows.</u>	TX0005446857
	<u>Adobe Illustrator 3.0.</u>	TX0003000202
	<u>Adobe Illustrator 8.0 for Macintosh and Windows.</u>	TX0004953097
	<u>Adobe Illustrator 9.0 for Macintosh and Windows.</u>	TX0005159819
	<u>Adobe Illustrator CS for Macintosh.</u>	TX0005780817
	<u>Adobe Illustrator CS for Windows.</u>	TX0005780806
	<u>Adobe Illustrator CS3 for Windows and Macintosh.</u>	TX0006531603

1	<u>Adobe Illustrator.</u>	TX0003380406
2	<u>Adobe PageMaker 6.0 for Macintosh, Power Macintosh.</u>	TX0004093314
3	<u>Adobe PageMaker 6.5 Macintosh.</u>	TX0004524555
4	<u>Adobe PageMaker 7.0 for Macintosh.</u>	TX0005409447
5	<u>Adobe PageMaker 7.0 for Windows.</u>	TX0005409446
6	<u>Adobe Pagemaker Plug-in Pack for Macintosh.</u>	TX0005847834
7	<u>Adobe Pagemaker Plug-in Pack for Windows.</u>	TX0005847833
8	<u>Adobe Photoshop : 5.5.</u>	TX0005213806
9	<u>Adobe Photoshop 6.0.</u>	TX0005196369
10	<u>Adobe Photoshop 7.0 for Macintosh.</u>	TX0005562147
11	<u>Adobe Photoshop 7.0 for Windows.</u>	TX0005562148
12	<u>Adobe Photoshop Album 2.0 for Windows.</u>	TX0005780785
13	<u>Adobe Photoshop CS for Macintosh.</u>	TX0005780846
14	<u>Adobe Photoshop CS for Windows.</u>	TX0005780847
15	<u>Adobe Photoshop CS2 for Macintosh.</u>	TX0006131272
16	<u>Adobe Photoshop CS2 Official JavaScript Reference</u>	TX0006273756
17	<u>Adobe Photoshop CS3 for Windows and Macintosh.</u>	TX0006528611
18	<u>Adobe Photoshop Elements : 4.0 for Macintosh.</u>	TX0006277687
19	<u>Adobe Photoshop Elements 1.0 for Macintosh and Windows.</u>	TX0005329106
20	<u>Adobe Photoshop Elements 2.0 for Macintosh.</u>	TX0005592639
21	<u>Adobe Photoshop Elements 2.0 for Windows.</u>	TX0005592638
22	<u>Adobe Photoshop Elements 4.0 for Windows.</u>	TX0006139024
23	<u>Adobe Photoshop Lightroom 1.0 for Macintosh and Windows.</u>	TX0006526701
24	<u>Adobe Photoshop Macintosh.</u>	TX0003551958
25	<u>Adobe Photoshop Version 3.0 Mac.</u>	TX0003971820
26	<u>Adobe Photoshop Version 3.0 Windows.</u>	TX0003616850
27	<u>Adobe Photoshop Version 5.0 Macintosh and Windows.</u>	TX0004856009
28	<u>Adobe Photoshop Windows.</u>	TX0003596143
	<u>Adobe Photoshop.</u>	TX0004068613
	<u>Adobe Photoshop.</u>	TX0003120306
	<u>Adobe Photoshop.</u>	TX0002897138
	<u>Adobetype Manager Deluxe 4.6 User Guide : Macintosh.</u>	TX0005176752
	<u>Adope PhotoDeluxe, V1.0.</u>	TX0004809739
	<u>Adope Photoshop : Version 4.0 ; Macintosh and Windows.</u>	TX0004571653
	<u>Authorware 7.0</u>	TX0005800627
	<u>Contribute 4 (Mac)</u>	TX0006471404
	<u>Designer 6.0 (Win)</u>	TX0005932242
	<u>Encore DVD 2.0</u>	TX0006277348
	<u>Font Folio 9.0 (Mac)</u>	TX0005401449
	<u>Font Folio Open Type</u>	TX0005845931
	<u>Form Manager 6.0</u>	TX0006042527
	<u>Framemaker 7.0 (Mac)</u>	TX0005596921
	<u>Framemaker 7.0 (Win)</u>	TX0005596919
	<u>FreeHand MX (Mac)</u>	TX0005746988
	<u>GoLive CS2 (Mac)</u>	TX0006131268
	<u>GoLive CS2 (Win)</u>	TX0006131269
	<u>Illustrator CS2 (Mac)</u>	TX0006131282
	<u>Illustrator CS2 (Win)</u>	TX0006131283
	<u>InCopy CS (Mac)</u>	TX0005780859

1	InCopy CS (Win)	TX0005780858
2	InDesign CS2 (Mac)	TX0006139165
3	Macintosh Distiller.	TX0003893508
4	Macintosh PDF Writer.	TX0003893509
5	Macintosh Reader.	TX0003893511
6	Macromedia ColdFusion MX 7	TX0006201577
7	Macromedia Dreamweaver MX 2004	TX0005852659
8	Macromedia Fireworks MX 2004	TX0005839595
9	Macromedia Flash Lite 2.0	TX0006288632
10	Macromedia Flash Media Server 2	TX0006335779
11	Macromedia Flash MX 2004 Pro	TX0005852657
12	Macromedia RoboHelp HTML X5	TX0005944534
13	Macromedia RoboHelp X5	TX0005944535
14	<u>Macromedia Shockwave for Authorware Run-time Version 3.5 [for Macintosh, Power Macintosh, Windows 3.1/95/NT]</u>	TX0004695283
15	<u>Macromedia Shockwave for FreeHand 5.0 (for Macintosh, Power Macintosh, Windows 3.1/95/NT)</u>	TX0004671697
16	PhotoDeluxe 2.0 (Mac)	TX0004771678
17	PhotoDeluxe 2.0 (Win)	TX0004617316
18	Photoshop CS2 (Win)	TX0006131279
19	Photoshop Elements 5.0	TX0006389641
20	Premiere 7.0	TX0005777909
21	Premiere Elements 3.0	TX0006389647
22	Premiere Pro 1.5	TX0005931988
23	Premiere Pro 2.0	TX0006275628
24	Production Studio 1.0	TX0006277349
25	<u>Shockwave for Director 5.0.</u>	TX0004700912
26	Windows PDF Writer.	TX0003893507
27		
28		

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2 **EXHIBIT B**
3 **Trademark Registrations**

4 <u>Trademark</u>	5 <u>Title of Work:</u>	6 <u>Rights Owner:</u>
7 <u>Registration No.:</u>		
3029061	ADOBE	Adobe Systems Incorporated
2920764	PHOTOSHOP	Adobe Systems Incorporated
3111341	CREATIVE SUITE	Adobe Systems Incorporated
2993457	CO-AUTHOR	Adobe Systems Incorporated
3032288	A	Adobe Systems Incorporated
2983111	VISUAL COMMUNICATOR	Adobe Systems Incorporated
3065143	ADOBE LIVECYCLE	Adobe Systems Incorporated
2725811	ADOBE STUDIO	Adobe Systems Incorporated
2725810	ADOBE STUDIO	Adobe Systems Incorporated
2722546	ADOBE STUDIO	Adobe Systems Incorporated
2557911	CLEARLY ADOBE IMAGING	Adobe Systems Incorporated
2076967	THE ADOBE GROUP	Adobe Systems Incorporated
2081343	A	Adobe Systems Incorporated
2817626	ROUNDRIP HTML	Adobe Systems Incorporated
2060488	ILLUSTRATOR	Adobe Systems Incorporated
1988712	ADOBE	Adobe Systems Incorporated
1988711	A	Adobe Systems Incorporated
1988710	A	Adobe Systems Incorporated
1961762	AUTHORWARE	Adobe Systems Incorporated
1956216	ADOBE	Adobe Systems Incorporated
1901149	A ADOBE	Adobe Systems Incorporated
1850242	PHOTOSHOP	Adobe Systems Incorporated
1852943	A	Adobe Systems Incorporated
1651380	ADOBE PHOTOSHOP	Adobe Systems Incorporated
1475793	ADOBE	Adobe Systems Incorporated
1487549	ADOBE SYSTEMS INCORPORATED	Adobe Systems Incorporated
1482233	ADOBE SYSTEMS INCORPORATED	Adobe Systems Incorporated
1486895	ADOBE	Adobe Systems Incorporated
1479408	ADOBE ILLUSTRATOR	Adobe Systems Incorporated
1383131	POSTSCRIPT	Adobe Systems Incorporated

1	1463458	POSTSCRIPT	Adobe Systems Incorporated
2	2520435	MACROMEDIA FLASH	Adobe Systems Incorporated
3	2650911	MACROMEDIA FLASH	Adobe Systems Incorporated
4	2852245	FLASH	Adobe Systems Incorporated
5	2855434	FLASH	Adobe Systems Incorporated
6	2060488	ILLUSTRATOR	Adobe Systems Incorporated
7	2068523	ACROBAT	Adobe Systems Incorporated
8	1997398	ACROBAT CAPTURE	Adobe Systems Incorporated
9	1901566	SHOCKWAVE	Adobe Systems Incorporated
10	2294926	DREAMWEAVER	Adobe Systems Incorporated
11	2091087	PAGEMAKER	Adobe Systems Incorporated

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JS 44 (Rev. 12/07) (cand rev 1-16-08)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO OF THE FORM.)

L. (a) PLAINTIFFS

Adobe Systems Incorporated

E-FILING**DEFENDANTS**

Joe Bramble, an individual and d/b/a Safari Tans and Does 1-10, inclusive

(b) County of Residence of First Listed Plaintiff Santa Clara County
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)

Attorneys (If Known)

J. Andrew Coombs, A.P.C.
517 E. Wilson Ave., Suite 202
Glendale, CA 91206
Telephone: (818) 500-3200

ADR**C08 02433 VRW****II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- | | |
|--|--|
| <input type="checkbox"/> 1 U.S. Government Plaintiff | <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) |
| <input type="checkbox"/> 2 U.S. Government Defendant | <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III) |

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | PTF | DEF | PTF | DEF |
|--|--|----------------------------|----------------------------|
| <input type="checkbox"/> 1 Citizen of This State | <input type="checkbox"/> 1 Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| <input type="checkbox"/> 2 Citizen of Another State | <input type="checkbox"/> 2 Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| <input type="checkbox"/> 3 Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> PERSONAL INJURY	<input type="checkbox"/> PERSONAL INJURY	<input type="checkbox"/> 422 Appeal 28 USC 138	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury—Med. Malpractice	<input type="checkbox"/> 423 Withdrawal	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury — Product Liability	28 USC 157	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability		<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud		<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending		<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 390 Other Personal Injury	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract				<input type="checkbox"/> 850 Securities/Commodities/ Exchange
<input type="checkbox"/> 195 Contract Product Liability				<input type="checkbox"/> 875 Customer Challenge
<input type="checkbox"/> 196 Franchise				12 USC 3410
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	SOCIAL SECURITY	
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 861 HIA (1935f)	<input type="checkbox"/> 890 Other Statutory Actions
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> Habens Corpus:	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 530 General	<input type="checkbox"/> 863 DJWC/DIWVW (405(g))	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 550 Civil Rights		<input type="checkbox"/> 895 Freedom of Information Act
		<input type="checkbox"/> 555 Prison Condition		<input type="checkbox"/> 900Appeal of Fee Determination Under Equal Access to Justice
			<input type="checkbox"/> 871 IRS—Third Party	<input type="checkbox"/> 950 Constitutionality of State Statutes
IMMIGRATION				
		<input type="checkbox"/> 462 Naturalization Application		
		<input type="checkbox"/> 463 Habes Corpus – Alien Detainee		
		<input type="checkbox"/> 465 Other Immigration Actions		
FEDERAL TAX SUITS				
			<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	
			<input type="checkbox"/> 871 IRS—Third Party	26 USC 7609

V. ORIGIN (Place an "X" in One Box Only)

- | | | | | | | | |
|--|---|--|---|----------------------------|---|---|---|
| <input type="checkbox"/> 1 Original Proceeding | <input type="checkbox"/> 2 Removed from State Court | <input type="checkbox"/> 3 Remanded from Appellate Court | <input type="checkbox"/> 4 Reinstated or Reopened | Transferred from (specify) | <input type="checkbox"/> 5 another district | <input type="checkbox"/> 6 Multidistrict Litigation | <input type="checkbox"/> 7 Judge from Magistrate Judgment |
|--|---|--|---|----------------------------|---|---|---|

Appeal to District

Judge from Magistrate Judgment

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Copyright Infringement §§ 101, et seq.

Brief description of cause:

VI. CAUSE OF ACTION**VII. REQUESTED IN COMPLAINT:** CHECK IF THIS IS A CLASS ACTION
UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No**VIII. RELATED CASE(S) IF ANY**PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE
"NOTICE OF RELATED CASE".**IX. DIVISIONAL ASSIGNMENT (CIVIL L.R. 3-2)
(PLACE AND "X" IN ONE BOX ONLY)**

DATE

5/17/08

 SAN FRANCISCO/OAKLAND SAN JOSE

SIGNATURE OF ATTORNEY OF RECORD

ORIGINAL

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. **(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. Do not cite jurisdictional statutes unless diversity. Example: U.S. Civil Statute: 47 USC 553
Brief Description: Unauthorized reception of cable service

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.